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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/005,137	12/05/2001	Lynn Hambright	2001P11666 US01	8060

7590 09/22/2010

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EXAMINER	
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ART UNIT	PAPER NUMBER
3626	
MAIL DATE	DELIVERY MODE
09/22/2010	PAPER

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UNITED STATES PATENT AND TRADEMARK OFFICE

BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES

Ex parte LYNN HAMBRIGHT, DOUGLAS J. COLE, GERALDINE MIKLOWCIC, NICHOLAS CONTI and STARR STANLEY

Appeal 2009-002863
Application 10/005,137
Technology Center 3600

Before MURRIEL E. CRAWFORD, ANTON W. FETTING, JOSEPH A. FISCHETTI, *Administrative Patent Judges*.

FISCHETTI, *Administrative Patent Judge*.

DECISION ON APPEAL

The two-month time period for filing an appeal or commencing a civil action, as recited in 37 C.F.R. § 1.304, or for filing a request for rehearing, as recited in 37 C.F.R. § 41.52, begins to run from the "MAIL DATE" (paper delivery mode) or the "NOTIFICATION DATE" (electronic delivery mode) shown on the PTOL-90A cover letter attached to this decision.

STATEMENT OF THE CASE

Appellants seek our review under 35 U.S.C. § 134 of the Examiner's final rejection of claims 1-27. We have jurisdiction under 35 U.S.C. § 6(b) (2002).

SUMMARY OF DECISION

We AFFIRM.

THE INVENTION

Appellants' claim methods for "consolidat[ing] records of services from multiple customer accounts, encounters, cases or visits into one account to facilitate comprehensive billing and reimbursement compatible with selected contract (e.g., Medicare health plan) rules for disparate services provided to a customer." (Specification 2:8-11).

Claim 1, reproduced below, is representative of the subject matter on appeal.

> 1. A method for determining payment for provision of multiple different services based on predetermined reimbursement rules, comprising the steps of:
> employing a record repository for linking a plurality of different encounters and associated service records of a patient involving receiving different treatment services at different healthcare provider facilities on different occasions separated by a time period of up to at least a week;
> receiving a first record identifying a particular service provided to a specific patient;
> in response to receiving said first record, automatically searching said record repository for a record indicating at least one other service provided to said specific patient;

automatically grouping an item identifying said particular service together with an item identifying said at least one other service provided to said specific patient based on predetermined service record allocation rules;
automatically creating a reimbursement record identifying grouped items; and calculating a reimbursement amount for said particular service and said at least one other service provided to said specific patient based on a reimbursement contract determining service grouping affects reimbursement amount.

THE REJECTIONS

The Examiner relies upon the following as evidence of unpatentability:

Hunt	US 5,933,809	Aug. 3, 1999
Boyer	US 6,208,973	Mar. 27,2001

The following rejections are before us for review.

The Examiner rejected claims 1-27 under 35 U.S.C. 112, First paragraph, for failing to comply with the written description requirement.

The Examiner rejected claims 1-27 under 35 U.S.C. 103(a) as being unpatentable over Boyer in view of Hunt.

ISSUES

Have Appellants shown that the Examiner erred in rejecting claims 1-27 on appeal for failing to comply with the written description requirement of 35 U.S.C. 112, first paragraph for a lack of support in the original disclosure for claim amendments filed June 7, 2007?

Have Appellants shown that the Examiner erred in rejecting claims 1-27 on appeal as being unpatentable under 35 U.S.C. § 103(a) over Boyer and Hunt on the grounds that a person with ordinary skill in the art would understand that:

- Since Boyer discloses a database containing a current healthcare transaction, links to previous healthcare transactions and any related healthcare transactions, that Boyer thus discloses *employing a record repository for linking a plurality of different encounters and associated service records of a patient involving receiving different treatment services at different healthcare provider facilities on different occasions separated by a time period of up to at least a week*?
- Since Boyer discloses a healthcare reporting standards database which includes universal rules for combining procedures into comprehensive bundles, and Boyer discloses a periodic EOB (explanation of benefit) report which is created from stored and linked medical service records, that Boyer thus discloses *automatically grouping an item identifying said particular service together with an item identifying*

said at least one other service provided to said specific patient based on predetermined service record allocation rules?

- Since Boyer discloses an adjudication engine whose purpose is to adjudicate and price healthcare transactions that are submitted by a healthcare provider, and the engine uses rules for bundling medical service records, that Boyer thus discloses *calculating a reimbursement amount for said particular service and said at least one other service provided to said specific patient based on a reimbursement contract determining service grouping affects reimbursement amount*?

Have Appellants shown that the Examiner erred in rejecting claims 9-16 on appeal as being unpatentable under 35 U.S.C. § 103(a) over Boyer and Hunt on the grounds that a person with ordinary skill in the art would understand that since Boyer discloses the standards database and the adjudication engine, that Boyer thus discloses *automatically applying predetermined allocation rules for providing a reimbursement record indicating a group of services to be billed together on a single bill, said group of services having been provided to said entity, by, in response to receiving said first record, automatically searching said record repository for a record indicating at least one other service provided to said specific entity and linked to said particular service*?

FINDINGS OF FACT

We find the following facts by a preponderance of the evidence:

1. The claim limitation *employing a record repository for linking a plurality of different encounters and associated service records of a patient involving receiving different treatment services at different healthcare provider facilities on different occasions separated by a time period of up to at least a week* was added to claims 1, 7, 9, 17, and 23 by amendment on June 7, 2007.

2. The Specification as originally filed does not include the phrase "separated by a time period of up to at least a week."

3. The Specification as originally filed does not include the words "week," "month", or "year," in any context.

4. The Specification as originally filed does not describe a particular time period in reference to the time period for separation of services within a reimbursement record.

5. The claim limitation *within a period encompassing at least one of (a) a plurality of weeks and (b) a plurality of months* was added to claim 25 by amendment on June 7, 2007.

6. The Specification as originally filed does not include the phrase "*within a period encompassing at least one of (a) a plurality of weeks and (b) a plurality of months*", nor does it describe another time period between services contained within a reimbursement record.

7. The Specification does not define the term "*healthcare provider facilities*."

8. The Specification defines "service" as a "unit for which a charge is made" including "… [a]ny material or supply dispensed (including drugs), any facilities or equipment used, any administrative service provided (e.g., television), or any financial service provided (e.g., credit check). …" (Specification 17:31-45).

9. The drawings disclose an example of *different treatment services at different healthcare provider facilities* in showing separate charges for "Lab," "Xray," and "Room1" (Figure 1).

10. The Specification does not define or describe the term "*different occasions*."

11. The ordinary and customary meaning of the term "occasion" as defined by Merriam Webster's Collegiate Dictionary (9th ed.) is: "a time at which something happens."

12. The Specification does not describe the phrase *a time period of up to at least a week*.

13. The Specification provides one example of *services …separated by a time period of up to at least a week* when it describes a patient receiving a service two days after an initial service in that "… patient 500 (Ms. Jones) is admitted to Hospital on 3rd June 2001 (item 703 of Figure 6), two days after her Outpatient Encounter (of 1 June, 2001)." (Specification 11:28-29).

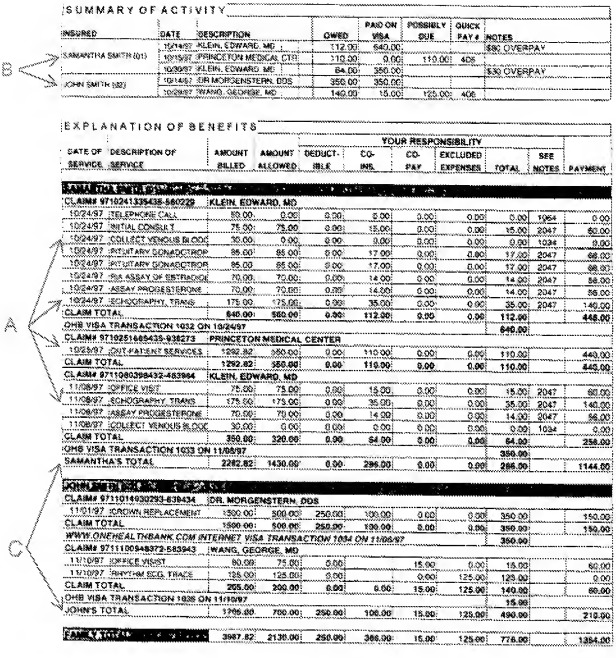
14. The Specification provides another example of *services …separated by a time period of up to at least a week* when it describes services performed within 90 days of a transplant, in that "The contract also covers reimbursement for costs of routine outpatient evaluation procedures and testing during the ninety days following the transplant procedure as well as certain pre-admission testing." (Specification 5:16-19).

15. Boyer discloses *employing a record repository for linking a plurality of different encounters and associated service records of a patient* in describing the database that contains linked service records, because it discloses: "Clinical Pathways Database 34--Information pertaining to the current healthcare transaction (HCT), links to previous HCTs (the clinical pathway), and the state of each HCT as it exists in the pathway, as well as any related healthcare transactions are stored in this database." (Col. 8, ll. 43-47).

16. Boyer discloses an example of its EOB (explanation of benefit) report in Figure 6 which shows *different treatment services at different healthcare provider facilities on different occasions separated by a time period of up to at least a week*, in that the statement discloses different services for a single patient at different facilities (blood lab at Dr. Klein, outpatient at Princeton Medical Center, and echo lab at Dr. Klein) at different occasions (10/24/97, 10/24/97, 10/25/97, and 11/8/97) which are linked in the database so that they are available for the creation of the EOB. (FF 17 annotation "A").

17. Boyer discloses a *record repository for a record indicating at least one other service provided to said specific patient and a different patient and automatically grouping an item identifying said particular service together with an item identifying said at least one other service in response to identifying linked records of said specific patient and said different patient* when it discloses medical service records of multiple family members which are linked in a common EOB statement, an annotated example of which follows (FF 17 annotations "B" and "C").

An annotated version of Figure 6 in Boyer is reproduced below:



SUMMARY OF ACTIVITY

INSURED	DATE	DESCRIPTION	OWED	PAID ON VISA	POSSIBLY DUE	QUICK PAY #	NOTES
SAMANTHA SMITH (01)	10/14/97	KLEIN, EDWARD, MD	112.00	640.00			$80 OVERPAY
	10/15/97	PRINCETON MEDICAL CTR	110.00	0.00	110.00	406	
	10/30/97	KLEIN, EDWARD, MD	84.00	350.00			$30 OVERPAY
JOHN SMITH (02)	10/14/97	DR MORGENSTERN, DDS	350.00	350.00			
	10/29/97	WANG, GEORGE, MD	140.00	15.00	125.00	406	

EXPLANATION OF BENEFITS

DATE OF SERVICE	DESCRIPTION OF SERVICE	AMOUNT BILLED	AMOUNT ALLOWED	YOUR RESPONSIBILITY: DEDUCTIBLE	CO-INS.	CO-PAY	EXCLUDED EXPENSES	TOTAL	SEE NOTES	PAYMENT
SAMANTHA SMITH (01)										
CLAIM# 9710241335438-580229	KLEIN, EDWARD, MD									
10/24/97	TELEPHONE CALL	50.00	0.00	0.00	0.00	0.00	0.00	0.00	1064	0.00
10/24/97	INITIAL CONSULT	75.00	75.00	0.00	15.00	0.00	0.00	15.00	2047	60.00
10/24/97	COLLECT VENOUS BLOOD	30.00	0.00	0.00	0.00	0.00	0.00	0.00	1034	0.00
10/24/97	PITUITARY GONADOTROP	85.00	85.00	0.00	17.00	0.00	0.00	17.00	2047	68.00
10/24/97	PITUITARY GONADOTROP	85.00	85.00	0.00	17.00	0.00	0.00	17.00	2047	68.00
10/24/97	RIA ASSAY OF ESTRADIOL	70.00	70.00	0.00	14.00	0.00	0.00	14.00	2047	56.00
10/24/97	ASSAY PROGESTERONE	70.00	70.00	0.00	14.00	0.00	0.00	14.00	2047	56.00
10/24/97	SONOGRAPHY, TRANS	175.00	175.00	0.00	35.00	0.00	0.00	35.00	2047	140.00
CLAIM TOTAL		640.00	560.00	0.00	112.00	0.00	0.00	112.00		448.00
CHB VISA TRANSACTION 1032 ON 10/24/97								640.00		
CLAIM# 9710251465435-935273	PRINCETON MEDICAL CENTER									
10/25/97	OUT PATIENT SERVICES	1292.82	350.00	0.00	110.00	0.00	0.00	110.00		440.00
CLAIM TOTAL		1292.82	350.00	0.00	110.00	0.00	0.00	110.00		440.00
CLAIM# 9711080398432-483964	KLEIN, EDWARD, MD									
11/08/97	OFFICE VISIT	75.00	75.00	0.00	15.00	0.00	0.00	15.00	2047	60.00
11/08/97	SONOGRAPHY, TRANS	175.00	175.00	0.00	35.00	0.00	0.00	35.00	2047	140.00
11/08/97	ASSAY PROGESTERONE	70.00	70.00	0.00	14.00	0.00	0.00	14.00	2047	56.00
11/08/97	COLLECT VENOUS BLOOD	30.00	0.00	0.00	0.00	0.00	0.00	0.00	1034	0.00
CLAIM TOTAL		350.00	320.00	0.00	64.00	0.00	0.00	64.00		256.00
CHB VISA TRANSACTION 1033 ON 11/08/97								350.00		
SAMANTHA'S TOTAL		2282.82	1430.00	0.00	286.00	0.00	0.00	286.00		1144.00
JOHN SMITH (02)										
CLAIM# 9711014930293-839434	DR. MORGENSTERN, DDS									
11/01/97	CROWN REPLACEMENT	1500.00	500.00	250.00	100.00	0.00	0.00	350.00		150.00
CLAIM TOTAL		1500.00	500.00	250.00	100.00	0.00	0.00	350.00		150.00
WWW.ONEHEALTHBANK.COM INTERNET VISA TRANSACTION 1034 ON 11/06/97								350.00		
CLAIM# 9711105949372-583943	WANG, GEORGE, MD									
11/10/97	OFFICE VISIT	80.00	75.00	0.00		15.00	0.00	15.00		60.00
11/10/97	RHYTHM ECG TRACE	125.00	125.00	0.00		0.00	125.00	125.00		0.00
CLAIM TOTAL		205.00	200.00	0.00	0.00	15.00	125.00	140.00		60.00
CHB VISA TRANSACTION 1035 ON 11/10/97								15.00		
JOHN'S TOTAL		1705.00	700.00	250.00	100.00	15.00	125.00	490.00		210.00
FAMILY TOTAL		3987.82	2130.00	250.00	386.00	15.00	125.00	776.00		1354.00

Annotated Figure 6 depicts Boyer's EOB statement

18. Boyer discloses a repository which contains information from a *reimbursement contract*, and rules about how *service grouping affects reimbursement amount* by describing a policy database including "[t]the rules that govern which services and products are covered and in which order are stored as constraints. ... The Policy Database also includes pricing information such as deductible, copay, and coinsurance." (Col 8, ll. 31-42).

19. Boyer discloses *calculating a reimbursement amount for said particular service and said at least one other service provided to said specific patient based on a reimbursement contract* when it discloses "[a]s shown, at the center of the adjudication engine 22 resides a rules processor 30 whose sole purpose is to adjudicate and price healthcare transactions that are submitted by a healthcare provider 12." (Col. 8, ll. 9-12).

20. Boyer discloses a system that is used by *outpatient* and *inpatient* medical service providers such that "... the system 10 of the invention is accessed by a plurality of product/service providers 12, such as doctor's offices, hospitals, pharmacies, and the like, who provide services and products such as physician care, hospital care, dental care, pharmaceutical products, lab tests, prosthetics, surgical equipment, and the like." (Col. 6, ll. 23-28).

21. Boyer discloses *automatically applying predetermined allocation rules for providing a reimbursement record indicating a group of services to be billed together on a single bill,* in that "[i]nformation pertaining to the universe of classification standards by which diagnosis and

procedural products and services are coded for use in reporting the services and procedures in a healthcare transaction is maintained in this database. … These standards also include universal rules for bundling (combining atomic procedures into comprehensive ones)." (Col. 9, ll. 25-33).

22. Boyer discloses that the system bills both a third-party payor and also patients, in that Boyer "provides for the creation of an adjudicated settlement transaction at a point of service which designates the portion of the service to be paid by the third party payor and the portion to be paid by the customer." (Abstract).

ANALYSIS

We affirm the rejections of claims 1-27.

Rejection under 35 U.S.C. 112, First Paragraph

The Examiner rejected Claims 1-27 under 35 U.S.C. 112, first paragraph for failing to comply with the written description requirement. The Examiner failed to find support in the original Specification for "linking records separated by a time period of up to at least a week" (Answer 3).

Claims 1, 7, 9, 17, and 23 contain the limitation *employing a record repository for linking a plurality of different encounters and associated service records of a patient involving receiving different treatment services at different healthcare provider facilities on different occasions separated by a time period of up to at least a week*, which was added by amendment to all

independent claims during prosecution (FF 1). The written description of the Specification as originally filed does not include the phrase linking records "*separated by a time period of up to at least a week*," (FF 2) nor a description of a period of time of separation between services in a linked record (FF 3). The Specification as originally filed also does not include the terms "week," "month," or "year" in any context, including in reference to a time period for separation of services in a linked record (FF 4). We therefore find with the Examiner that the Specification does not provide support for the claim limitation *separated by a time period of up to at least a week*.

The Examiner rejected claim 25 under 35 U.S.C. 112, first paragraph for failing to comply with the written description requirement. The Examiner found no support in the original Specification for *period encompassing at least one of (a) a plurality of weeks and (b) a plurality of months*, which was which was added by amendment during prosecution (FF 5). The Specification as originally filed does not include the phrase *period encompassing at least one of (a) a plurality of weeks and (b) a plurality of months* (FF 6). The written description of the Specification as originally filed does not describe a period of time of separation between services in a linked record (FF 3) or include the terms "week," "month," or "year" in any context, including in reference to a time period for separation of services in a linked record (FF 4). We therefore find with the Examiner that the Specification does not provide support for the claim limitation *period*

encompassing at least one of (a) a plurality of weeks and (b) a plurality of months.

Claim Interpretation

Preliminarily, we interpret the scope and meaning of the claim language. We interpret "*healthcare provider facilities*", "*different occasions*," and "*a time period of up to at least a week*," as follows.

The term "*healthcare provider facilities*" is not defined in the Specification (FF 7). The Specification however describes that *healthcare provider facilities* are those places where services for which a charge is made (FF 8), and examples of facilities charges attributed to "Lab," "Xray," and "Room1" are provided in Appellants' Figure 1 (FF 9). Thus, an encounter by a patient with a *healthcare provider facility* is one which may lead to a discrete healthcare billing charge.

The phrase "*on different occasions*" is not defined in the Specification (FF 10). The ordinary and common meaning of the term "occasion" is "a time at which something happens" (FF 11). We therefore interpret the phrase "*on different occasions*" to mean "at different times."

The Specification does not describe or define the phrase "*a time period of up to at least a week*" (FF 12). We interpret the phrase *a time period of up to at least a week* to mean a time period which starts at the *first encounter* and lasts a period of time which can range from as short as a few moments and up to as long as several weeks or months. While the phrase

"up to" implies a ceiling value, the phrase "at least" implies a floor value. Thus the combined phrase "up to at least" implies no floor or ceiling value constraint.

Rejection under 35 U.S.C. § 103(a) of Claims 1, 7, 9, 17, and 23

Appellants' arguments against the rejection of independent claims 1, 7, 9, 17, and 23 are based on perceived deficiencies of the combination of Boyer and Hunt. Inasmuch as Appellants raise the same issues with respect to each of these claims, we discuss them together, addressing each of Appellants' arguments in turn.

Appellants first argue that because "Boyer is merely concerned with the point of service which is used for billing while the patient is still at the medical facility," this is "wholly unlike the present claimed invention which recites 'employing a record repository for linking a plurality of different encounters and associated service records of a patient involving receiving different treatment services at different healthcare provider facilities on different occasions separated by a time period of up to at least a week'" (Appeal Br. 12).

We are not persuaded by Appellants' argument. Given our interpretation, *supra*, of the terms *different healthcare provider facilities* and *different occasions*, Boyer's disclosure of linking encounters and service records of a patient involving different services at different facilities at different times in its database (FF 15) meets the sufficiently broad scope of the claims. Such linking is apparent in the EOB which shows blood lab at

Dr. Klein, outpatient services at Princeton Medical Center, and echo lab at Dr. Klein at different occasions/dates (e.g. 10/24/97, 10/24/97, 10/25/97, and 11/8/97) (FF 16).

Appellants next argue that because Boyer is "only concerned with encounters during a short time period (one day)" from "a single treatment facility", this is "wholly unlike the claimed arrangement which groups services into a reimbursement record that originates from a plurality of different treatment facilities ... over an extended period" (Appeal Br. 13).

We are again not persuaded by Appellants' argument. We find that Boyer discloses encounters not only from a single day, but also from different days and different facilities which are linked in the EOB (FF 16). We also find claim 1 is sufficiently broad to include a period of even one day, since as we interpreted, *supra*, "*different occasions*" and "*separated by a time period of up to a week*", may represent services performed at any time after the first encounter. Further, we find Boyer's EOB discloses that the record repository is searched to find additional records for the same patient since it displays several different service records for each patient (FF 16). That is, Boyer discloses *different healthcare provider facilities* because it discloses a variety of distinct and separated services (blood work, echography, and outpatient services) performed and listed in the EOB for a given period (FF 16).

Appellants argue next that because Boyer "merely describes a payment card system" and that "each service fee due for a single visit is paid

independently of another visit", there is no mention in Boyer of "receiving different services at different healthcare provider facilities on different occasions separated by a time period of up to at least a week," or "the ability to search among such separate encounters of services," or "the ability to search among separate encounters for different patients who have to be billed on the same claim ..." (Appeal Br. 15).

We are not persuaded by Appellants' argument. The claims do not require separate visits, but only separate *occasions*, which, because we interpret occasion as "a time when something happens" (FF 11), several encounters at different times and at different labs may take place during the same visit. Moreover, Boyer's EOB shows the records of different service encounters, even on different days, are searched in order to create the EOB (FF 16). In addition, we find that Boyer maintains and utilizes insurance contract rules in which grouping of services affects reimbursements (FF 18, 22), and calculates reimbursements based on contract rules governing grouping/bundling as required by the claims (FF 19). Finally, as to the assertion that Boyer does not permit searching "among separate encounters of different patients," we find this argument unpersuasive because it argues a limitation not present in that claims. That is, the claims recite activity surrounding one specific patient, not *different* patients as argued by Appellants.

As to claims 1, 7, 17, and 23, these claims present no requirement to "bill on the same claim"; as to claim 9, which recites "services to be billed

together on a single bill", we find that Boyer discloses bundling of services for billing transactions (FF 21), which meets this claim term.

Appellants next argue that because Boyer discloses "individual point of service visits ... that have been individually adjudicated and paid", that "Boyer does not show or suggest visits at different providers that have been linked and paid as one claim, as in the present claimed invention." (Appeal Br. 15).

We are not persuaded by Appellants' argument. First, the claims do not recite "different providers," but instead require "different provider facilities," and Boyer discloses consolidating claims for different provider facilities in one EOB (FF 16). Further, the independent claims do not require anything to be "paid as one claim," but requires only "*calculating a reimbursement amount ...* ." Moreover, Boyer stores and operates policy rules which affect claim grouping (FF 18), adjudicates claims to calculate reimbursement (FF 19), and discloses bundling of services for billing (FF 21). Thus, we find Boyer meets the limitation "*calculating a reimbursement amount for said particular service and said at least one other service provided to said specific patient based on a reimbursement contract determining service grouping affects reimbursement amount.*"

Appellants next argue that since Boyer is concerned with either instantaneous bill processing, or batch processing, this "is wholly unlike the present claimed invention, which automatically searches for, and groups records in response to the receipt of a first record and searches for any

additional record of services provide[d] to the specific patient." (Appeal Br. 16).

We are not persuaded by Appellants' argument, because Boyer's EOB shows that records of different encounters for a patient are searched and grouped when the EOB is created (FF 16), and thus meets the required claim limitations.

Appellants next argue that the combination of Boyer with Hunt does not disclose "automatic grouping of related services spanning extended time periods and different facilities into a single reimbursement claim." (Appeal Br. 16).

We are not persuaded by this argument, because it argues a limitation not present in the claims. That is, claims 1, 7, 9, 17, and 23 do not require "a single reimbursement claim," but only calculation of a reimbursement amount. As found, *supra*, Boyer meets the claim requirement because it maintains a database of reimbursement rules and prices for a contract (FF 18) and uses those rules to calculate reimbursement amounts for services rendered (FF 19), including bundling of services (FF 21). Claim 9 recites "billed together on one bill", and as found, *supra*, Boyer discloses bundling of different services into one bill and calculating what the insurance portion should be after the services are combined (FF 19, 21).

Appellants next argue that because Hunt operates on "pre-existing medical billing information" to indicate "payees and the amounts of refunds generated", that there is no "mention or suggestion of 'employing a record

repository for linking a plurality of different encounters and associated service records of a patient involving receiving different treatment services at different healthcare provider facilities on different occasions separated by a time period of up to at least a week.''' (Appeal Br. 17).

We are not persuaded by Appellants' argument here, because the instant claim limitation is broad enough to encompass both pre-existing and currently-created records, (FF 16) and does not require the record linking to take place before any payment or refunds may be generated.

Appellants next argue that the Hunt and Boyer "combined system would be a point of service environment" with "several services performed on a single day" and "[t]hose services would be adjudicated and billed to the payer while the patient was still at the hospital/clinic." (Appeal Br. 18). Appellants also argue that "the combined system may compare an outpatient visit to see if it is 'medically related' to an inpatient visit", but "after billing and payment is settled." (Appeal Br. 19). Therefore, the Appellants conclude, the combination would not disclose or suggest the limitations of the claims.

We are not persuaded by this argument. We have already addressed the time-related aspects of Appellants' argument and found the disclosure of Boyer's database with records from different facilities at different occasions, even when performed on the same day or during the same visit (FF 16) meet the claim limitations. Further, we found Boyer discloses grouping of items in the EOB (FF 16), calculating a reimbursement amount driven by the rules

of the insurance contract (FF 19), and bundling of services charges (FF 21). Hence, we are not persuaded of error in the rejection based on these points.

Rejection under 35 U.S.C. § 103(a) of Claim 3

Appellants argue that "Boyer and Hunt fail to disclose or suggest that 'said different treatment services comprise an outpatient service and an inpatient service'" because "Boyer ... combines the claims of that location on that day" and because "the result of a patient's interaction with the healthcare provider is a healthcare transaction which generally includes a claim for payment." (Appeal Br. 19-20).

We are not persuaded by Appellants' argument, because Boyer discloses use of its system by both outpatient and inpatient services (FF 20), and therefore meets the claim limitations.

Rejection under 35 U.S.C. § 103(a) of Claim 4

Appellants argue that "Boyer (with Hunt) is only concerned with the records of a single patient that occur at the specific facility" and that "[t]his is wholly unlike the present claimed invention, which is concerned with the records of multiple patients based on the predetermined allocation rules." (Appeal Br. 21).

We are not persuaded by this argument. As best understood, claim 4 requires grouping of items identifying services of different people based on linked records. We find Boyer's Clinical Pathways Database links database

records of related transactions (FF 15), and the EOB shows the records of different family members that are linked and reported together on a common EOB (FF 17). Therefore, one of ordinary skill in the art would understand that the EOB (FF 17) links records of John and Samantha Smith to present each record on a common report.

Rejection under 35 U.S.C. § 103(a) of Claim 5

Appellants argue Boyer is "fundamentally different from the claimed invention because Boyer neither discloses nor suggests analyzing a patient specific healthcare reimbursement contract to create rules which are 'automatically applied …in grouping' healthcare service items for a specific patient …" and further argue that Boyer's "rules apply to a specific individual point of service visit for one specific patient." (Appeal Br. 22).

We are not persuaded by this argument, because as found, *supra*, Boyer discloses a policy rules database (FF 18) which is used to calculate reimbursement amounts (FF 19), which rules database also includes bundling of medical services (FF 21). With regard to the point-of-service argument, we have previously found that argument not to be persuasive with respect to claims 1, 7, 9, 17, and 23, and similarly do not find it persuasive with respect to this claim either.

Rejection under 35 U.S.C. § 103(a) of Claim 16

Appellants argue that "Boyer with Hunt fails to describe an equivalent

way that the claimed reimbursement and billing rules are used to automatically search for other services provided to a specific patient in other visits that must be billed and reimbursed together" (Appeal Br. 40), because Boyer evaluates "something that has already been paid, not something that is still being evaluated for payment." (Appeal Br. 41).

We are not persuaded by Appellants' argument, because it does not relate to the limitations presented in the claim. Specifically, claim 16 only requires "*... searching for other services also provided to said specific entity"*, which Boyer discloses by way of its EOB (FF 16), and "*said specific entity comprises at least one of, (a) a patient ...*" which Boyer discloses through its listing of individual patient names (FF 16).

Rejection under 35 U.S.C. § 103(a) of Claim 18

Appellants argue that because "Boyer is concerned with a virtual real-time billing system" and Boyer "first charges the payer and then sends a statement" that neither Boyer nor Hunt disclose *preparing a bill including said reimbursement amount for said particular service and additional service for communication with a payer* (Appeal Br. 50).

We are not persuaded by this argument because Boyer bills both a third-party payor and patients (FF 22), uses insurance contracts (FF 18) and rules for bundling charges (FF 21), to calculate reimbursement, and thus bill amounts (FF 19).

Rejection under 35 U.S.C. § 103(a) of Claim 25

Appellants argue that "Boyer is wholly unlike the present claimed, as Boyer first charges the payer and then sends a statement and the present claimed invention sends to the payer a bill for reimbursement." Appellants also argue that "Boyer (with Hunt) is not concerned with a reimbursement record..." (Appeal Br. 60).

We are not persuaded by this argument for the following reasons. First, claim 25 does not require any billing, nor that a bill is created in any particular order. Second, since Boyer discloses a rules processor for assessing a reimbursement amount (FF 19) and a database of rules for bundling services "for use in reporting the services and procedures in a healthcare transaction" (FF 21), we find that this disclosure describes the requirement in claim 25 of a reimbursement record.

Our findings above based solely on Boyer are sufficient to support the rejection of claims 1-27 under 35 U.S.C. § 103(a). Therefore, we find Hunt to be cumulative to the disclosure of Boyer.

We also affirm the rejections of dependent claims 2, 6, 8, 10-15, 19-22, 24, 26, and 27 since Appellants have not challenged the rejections with any reasonable specificity (see *In re Nielson*, 816 F.2d 1567, 1572 (Fed. Cir. 1987)).

CONCLUSIONS OF LAW

We conclude the Appellants have not shown that the Examiner erred in rejecting claims 1-27 under 35 U.S.C. 112, first paragraph, for failing to comply with the written description requirement.

We conclude the Appellants have not shown that the Examiner erred in rejecting claims 1-27 under 35 U.S.C. § 103(a), as being unpatentable over Boyer in view of Hunt.

DECISION

The decision of the Examiner to reject claims 1-27 is affirmed.

AFFIRMED

MP

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